

EXHIBIT 7
FILED UNDER SEAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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WAYMO LLC,

Plaintiff,

vs.

No. 3:17-cv-00939-WHA

UBER TECHNOLOGIES, INC.;

OTTOMOTTO LLC; OTTO TRUCKING,

INC.,

Defendants.

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WAYMO & UBER CONFIDENTIAL ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF CAMERON POETZSCHER

SAN FRANCISCO, CALIFORNIA

MONDAY, JUNE 19, 2017

BY: ANDREA M. IGNACIO,
CSR, RPR, CRR, CCRR, CLR
CSR LICENSE NO. 9830
JOB NO. 2642012

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Videotaped Deposition of Cameron Poetzsch,
taken on behalf of the Plaintiffs, on June 19,
2017, at Quinn, Emanuel, Urquhart & Sullivan, LLP,
50 California Street, 22nd Floor, San Francisco,
California 94111, beginning 8:59 a.m., and
commencing at 5:17 p.m., Pursuant to Notice, and
before me, ANDREA M. IGNACIO, CSR, RPR, CRR,
CLR ~ License No. 9830.

1 Q Okay. So, Mr. Levandowski and Mr. Ron 14:13
2 insisted that, in the agreement in which Uber acquired 14:13
3 Otto, that they be indemnified by Uber if they were 14:13
4 sued by Google as part of or after the deal? 14:13
5 A If they were sued by anyone or any former 14:13
6 employer or anyone alleging trade secret, you know, 14:13
7 infringements, among other things, I believe. 14:13
8 Q And so, do you recall -- this is an e-mail 14:13
9 from you to Travis Kalanick. 14:13
10 Do you remember what discussions you had with 14:14
11 Anthony or Mr. Ron, prior to this, that led to this 14:14
12 e-mail? 14:14
13 A I don't recall, no. 14:14
14 Q And did you receive a response to this 14:14
15 e-mail? 14:14
16 A I don't recall. 14:14
17 Q Did you have any conversations with Travis 14:14
18 about indemnifying Mr. Levandowski and Mr. Ron? 14:14
19 A Yes, we had, because there was obviously 14:14
20 important deal point. We had to get clearance at some 14:14
21 point for us to do that. 14:14
22 I believe all of the conversations that I 14:14
23 recall involved -- other than this e-mail, involved 14:14
24 attorneys. I know Salle Yoo, our general counsel, was 14:14
25 present at all the discussions I recall with Travis or 14:14

1 others regarding the topic of indemnity. 14:14

2 Q But indemnity was an issue that was raised by 14:14

3 Mr. Levandowski and Mr. Ron as something they wanted 14:14

4 included in the agreement? 14:14

5 A As I recall. 14:14

6 Q Was there any resistance from Uber, at least 14:14

7 initially, to including that in the agreement? 14:14

8 MR. JACOBS: You can answer that to the 14:14

9 extent there was resistance expressed -- first of all, 14:15

10 you can answer if resistance was expressed to Anthony 14:15

11 or Lior. And you can also answer to the extent 14:15

12 resistance was articulated internally, separate from 14:15

13 discussions with counsel. 14:15

14 THE WITNESS: Okay. I believe we did 14:15

15 articulate some resistance to Anthony and Lior 14:15

16 generally. 14:15

17 Obviously, an indemnity is a liability, 14:15

18 essentially; right? You're acting as an insurance 14:15

19 company. And we didn't want to take on any 14:15

20 liabilities that we didn't have to. So, our 14:15

21 preference, like any other company's preference, would 14:15

22 be to not indemnify someone; right? 14:15

23 So we -- I believe we conveyed something 14:15

24 along those lines to them. 14:15

25 MS. ROBERTS: Q. So, at some point after 14:15

1 Mr. Levandowski and Mr. Ron requested that 14:15
2 indemnification be included as a term of the 14:15
3 agreement, Uber informed them that the preference -- 14:15
4 Uber's preference would be to not include indemnity 14:15
5 provisions; is that correct? 14:15

6 A Something along those lines, yes. 14:15

7 Q And then how -- how did Uber and 14:15
8 Mr. Levandowski and Mr. Ron get to the point where 14:16
9 there was an agreement on including indemnification 14:16
10 provisions? 14:16

11 A I mean, it was negotiated. They told us it 14:16
12 was a critical part of the deal. They wouldn't do the 14:16
13 deal without indemnity. So, we negotiated an 14:16
14 indemnity that we were comfortable with, with a lot of 14:16
15 safeguards for us. 14:16

16 Q Did they say why they wouldn't do a deal 14:16
17 without an indemnity? 14:16

18 A They were worried that the, you know, risk of 14:16
19 them getting sued in the deal if we were acquired -- 14:16
20 if we -- sorry -- if we acquired them was going to -- 14:16
21 was going to increase; right? 14:16

22 Because they felt that Google viewed Uber as 14:16
23 a key competitor in the race for autonomous vehicles. 14:16
24 And it would be one thing if they were to do 14:16
25 autonomous trucking independently. They would be much 14:16

1 less of a threat to Google. 14:16

2 But, if we were to acquire their talent, 14:16

3 right, that would bolster our team. As I said, we 14:16

4 already thought we had the best team, but this would 14:16

5 bolster it further. 14:16

6 They were worried that out of, you know, 14:16

7 anger or whatever, Google would sue us, and they felt 14:16

8 the risk to them of getting sued increased. And, 14:17

9 therefore, they wanted to have us indemnify them. 14:17

10 Q Did Mr. Levandowski or Mr. Ron convey to you 14:17

11 any indication that there would be merit to any claims 14:17

12 by Google against them following the deal? 14:17

13 A No, none whatsoever; in fact, quite the 14:17

14 opposite. As I told you, all of our discussions -- 14:17

15 well, not all of our discussions -- but on several 14:17

16 occasions, we discussed with them, Don't bring 14:17

17 anything. We don't want anything. 14:17

18 And they assured us they had no interest in 14:17

19 doing so because they had new approaches. So, neither 14:17

20 of us had any worry that it would be a substantive 14:17

21 concern. 14:17

22 At the same time, anyone can bring a lawsuit. 14:17

23 There are legal fees and other expenses. And they 14:17

24 wanted to be indemnified for all of that indemnity to 14:17

25 cover, as I recall, legal fees, not just damages. 14:17

J U R A T

I, Cameron Poetzsch, do hereby certify
under penalty of perjury, that I have read the
foregoing transcript of my deposition in the matter of
Waymo LLC vs. Uber Technologies, Inc., et al., taken
on June 19, 2017, that I have made such corrections as
appear noted herein in ink, initialed by me; that my
testimony as contained herein, as corrected, is true
and correct.

DATED this ____ day of _____, 2017,
at _____.

SIGNATURE OF WITNESS